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06-01

**COOPERATIVE PROGRAM FOR ALTERNATIVE EDUCATION  
IN LIVINGSTON COUNTY**

**RENAISSANCE ALTERNATIVE SCHOOL**

**AGREEMENT**

THIS AGREEMENT among Brighton Area Schools, Fowlerville Community Schools, Howell Public Schools and Pinckney Community Schools (also referred to as "Participants") and by such Participants with the Livingston Educational Service Agency ("LESA"), the Participants and LESA being collectively the "Parties", is authorized by 1951 PA 35, as amended, and by the Revised School Code, MCL 380.1, *et seq.*

**I. PURPOSE**

**A. Primary.**

The primary purposes of this Agreement are to establish (1) an alternative middle school program and an alternative high school program (collectively the "Program") as described in this Agreement, which Program will be conducted by LESA on behalf of the Participants and (2) the Participants' funding support for the necessary capital and operating costs of the Program by direct payments from the Participants to LESA as provided in this Agreement.

**B. Secondary.**

The secondary purposes of this Agreement are (1) to evidence the written voluntary agreement and approval of all the Participants that the pupils enrolled in the Program shall be counted in the membership of their respective school district of residence, and (2) to establish that LESA is conducting the Program on behalf of each of the Participants, respectively, pursuant to Section 627(1)(b) of the Revised School Code. For the membership count purposes of Section 6(4)(a) of the State School Aid Act, MCL 388.1606(4)(a) ("Membership"), as presently amended, each Participant is both the educating district and the district of residence of its resident pupils attending the Program.

## **II. DURATION AND LIMITATION**

### **A. Effective Date.**

The predecessor agreement to this Agreement was dated March 1, 1997, and expired on June 30, 2004. This Agreement shall and does succeed the predecessor agreement and shall become effective following its formal adoption and execution by each of the Parties.

### **B. General Expiration.**

This Agreement shall expire on June 30, 2007.

### **C. Extension.**

1. This Agreement shall automatically be extended for a period of one year on each July 1 beginning July 1, 2007, unless any Participant or LESA determines not to extend this Agreement and provides written notice to each other Participant and LESA by December 31.
2. Additionally, this Agreement may be extended beyond June 30, 2007, by the Parties at any time by execution of a document providing for such an extension.

### **D. Limit on Contractual Authority.**

LESA shall have no authority to enter into any contract(s) that would bind any Participant(s) except as otherwise may be provided. Nothing in this Agreement shall create or be deemed to create a relationship by the Parties with any third person or entity, including a relationship in the nature of a third-party beneficiary.

### **III. PROGRAM**

#### **A. General Description.**

LESA shall provide an alternative high school program ("H.S.") and an alternative middle school program ("M.S.") for pupils residing in Brighton, Fowlerville, Howell and Pinckney.

Each alternative educational program shall be designed, together with appropriate counseling, for pupils whose behavior, educational preference or personal inclination demonstrates more favorable prospects of educational success in an alternative education setting. Although the alternative high school program is planned to substitute for regular high school and lead to graduation from the pupil's district of residence, pupils attending the alternative high school will be accountable to meet all LESA graduation requirements. The alternative middle school program is planned to develop skills and behaviors that will enable pupils to return to their school district of residence.

#### **B. Program Length.**

The Program shall consist of that amount of instruction (and training) which is not less than the minimum number of days and/or hours of instruction required by state law for maximum foundation allowance funding purposes.

#### **C. Enrollment.**

1. Pupils attending the Program shall be considered enrolled in their school district of residence, which school district shall receive the state foundation allowance for each of its pupils enrolled in the Program. Pupil attendance in the middle school program is expected to be approximately 18-19 pupils, subject to increase or decrease as determined by LESA. Attendance in the high school program is expected to be approximately 97 pupils, subject to increase or decrease as determined by LESA. Student enrollment is reflected in Figure 1, Student Enrollment Plan. Each Participant shall be allocated the number of spaces in each of the programs as provided below in Figure 1.

FIGURE 1: Student Enrollment Plan

<b>FIGURE 1: STUDENT ENROLLMENT PLAN</b>						
<u>SCHOOL YEAR:</u>	<u>'04-'05</u>		<u>'05-'06</u>		<u>'06-'07</u>	
<u>PARTICIPANTS:</u>	M.S	H.S	M.S	H.S	M.S	H.S
<u>Brighton</u>	6	40	6	42	6	42
<u>Fowlerville</u>	3	5	3	6	3	6
<u>Howell</u>	12	34	12	39	12	39
<u>Pinckney</u>	0	15	0	7	0	7
<u>TOTAL</u>	115		115		115	

2. Each Participant shall pay LESA the Program Charge, as provided below, for each of the spaces the Participant is allocated as identified in Figure 1, the Student Enrollment Plan. If a district requests that pupils over their allocated enrollment spaces be admitted, and if LESA determines the Program has the capacity to accept the additional pupils, the district will be charge a pro rate cost determined by dividing the Program Charge by 180 (school days) and multiplying that figure (i.e., the per diem charge) by the number of days each pupil is enrolled in the Program. Enrollment in the Program for a school year is projected to be 120, but may be increased at the discretion of LESA.
3. In the event all available spaces for a school year are not filled by the Participants, LESA may, after any unfilled space has first been offered to and rejected by each of the Participants, admit a pupil(s) residing in other school districts subject to payment of the pro rata cost determined by dividing the Program Charge by 180 (school days) and multiplying that figure (i.e., the per diem charge) by the number of days each pupil is enrolled in the Program.

**D. Admission.**

Upon referral of a pupil's district of residence which is a Participant, pupils may apply to LESA for admission to the Program. Interested pupils may be counseled by both the Participant and LESA on the appropriateness of the Program. Should LESA, in conjunction with the pupil's district of residence, determine that a pupil seeking admission to or currently enrolled in the Program has an IEP or an accommodation plan under Section 504 or needs to be assessed/tested/evaluated, *e.g.*, relative to possible eligibility under the Individuals with Disabilities Education Act ("IDEA"), 20 USC 1400, *et seq.*, and/or the Rehabilitation Act of 1973 ("Section 504"), any and all costs of such evaluation, testing, placement, additional programs and services beyond what is otherwise regularly provided in the Program shall be the responsibility of, charged to and paid in their entirety by the pupil's district of residence. Additionally, all costs, *e.g.*, attorney fees, hearing officer fees and expenses, related to a due process hearing or litigation regarding a pupil and special education and/or Section 504 rights, obligations and/or duties shall be the responsibility of, charged to and paid in their entirety by the pupil's district of residence.

**E. Credit.**

All academic credit earned in the Program shall be applied toward graduation requirements at the pupil's district of residence and Renaissance Alternative School. All grades earned in the Program will be reported promptly by LESA to the appropriate Participant for its education records.

**F. Testing/Evaluation.**

The Program shall use all MEAP or other recognized proficiency testing instruments determined by LESA to be appropriate for the assessment of pupil performance.

**G. Discipline.**

During the time a pupil is enrolled in the Program, a pupil is subject to the policies, rules and regulations of LESA, as well as applicable law and any applicable RAS code of conduct. The Program Director or Director's designee shall have the authority to suspend, expel or otherwise discipline any pupil(s) enrolled in the Program.

#### **IV. OPERATION AND PARTICIPANT REVIEW**

##### **A. Curriculum.**

LESA shall develop and implement the curriculum for the Program and shall adopt course descriptions for the Program.

##### **B. Director and Staff.**

LESA shall appoint a Program Director to administer the Program. The Program Director shall hire and direct Program staff, as the Program Director deems appropriate.

##### **C. Finance.**

LESA shall have the sole responsibility to serve as fiscal agent for the Program, and to collect and expend funds received for the operation of the Program pursuant to the provisions of this Agreement. LESA shall have the right to identify and secure grant monies and other funding sources as may be available for the Program and shall account for funds received and expended in accordance with applicable laws, rules and regulations (e.g., state accounting requirements), and in accordance with this Agreement.

##### **D. Program Facilities.**

LESA shall provide physical facilities (the "Program Facilities") it determines appropriate for the Program, and shall provide all utility and custodial services. Legal title and ownership of the Program Facilities shall be with LESA so long as the Program Facilities are used for a public school purpose.

##### **E. Disposal of Program Facilities.**

Should the Program Facilities not be used for a public school purpose for 36 consecutive months, LESA shall provide written notice to each current and former Participant.

1. LESA shall have the option to purchase the Program Facilities at fair market value pursuant to this Agreement.
2. Should LESA elect not to purchase the Program Facilities, LESA shall attempt to sell or lease the Program Facilities at fair market value.

3. The proceeds of any sale or lease of, or the expenses to disassemble, the Program Facilities shall be timely distributed as provided below, reflecting each Participant's financial interests in the Program Facilities, after LESA has been reimbursed for all reasonable and necessary costs incurred by LESA for removal and/or reasonable restoration of the property.

- Brighton Area Schools: 30%
- Howell Public Schools: 28%
- LESA: 20%
- Pinckney Community Schools: 17%
- Fowlerville Community Schools: 5%

**F. Equipment and Supplies.**

LESA shall provide all machinery, equipment, supplies and other materials as are necessary for the operation of the Program except as may otherwise be provided in this Agreement.

**G. Records.**

LESA is responsible for maintaining records of pupil attendance, grades, progress, achievement and behavior as may be required by law and applicable policies. Consistent with applicable law, each Participant shall have complete access to all records maintained by LESA for the pupils of that respective Participant. LESA shall provide Participants data necessary for compilation of state and federal reports, including special population data, as Participants may need.

**H. Participant Review.**

LESA shall establish appropriate Program policies and shall provide timely and appropriate reports to, and consider the recommendations of, the Participants through the Advisory Committee, as provided below.

## **V. ADVISORY COMMITTEE**

### **A. Composition.**

The Advisory Committee shall consist of representative members of the Participants as each Participant may determine and such representatives of LESA as LESA may determine. Committee members shall serve at the pleasure of their employer Participant or LESA. The Director of the Program shall be appointed by LESA and serve as Chair. In that capacity, the Director will be a non-voting and advisory member only of the Advisory Committee.

### **B. Purpose.**

The Advisory Committee shall act as an advisory body to LESA for the Program. LESA shall consider any recommendations received from the Advisory Committee and subsequently report to the Advisory Committee on actions or determinations taken by LESA in response to such recommendations.

### **C. Meetings and Procedures.**

The Advisory Committee shall meet at least semi-annually.

## **VI. FINANCE AND PROGRAM CHARGES**

### **A. Fiscal Year.**

The fiscal year of the Program shall be from July 1 through June 30 for each Program year.

### **B. Preliminary Budget.**

LESA shall forward a preliminary budget for the Program to each Participant on a timely basis prior to conducting its annual budget hearing by June 30 of each year and prior to its adoption of a budget. LESA shall revise the budget as needed.



**C. Program Charge.**

1. In consideration to LESA for providing the Program, each Participant shall pay a program charge to LESA for each of the spaces the Participant is allocated. The cost per space (or pupil) will be as follows:  
  
FY 2004 – 05    \$7,000  
  
FY 2005 – 06    per pupil foundation allowance  
  
FY 2006 – 07    per pupil foundational allowance
2. If the contract is automatically extended for one year beginning July 1, 2007 or is extended beyond June 30, 2007 by execution of a document providing for such an extension, the Participants will agree to an updated Student Enrollment Plan (Figure 1) and annual cost per space (pupil) by October 31 of that fiscal year.
3. Should a student who resides in a district which is not that of a Participant be permitted to enroll in the Program, that student's district of residence shall be assessed and shall pay a per diem charge to LESA which shall not be less than the per diem of the Program Charge assessed to Participants.
4. The costs of the Program shall also include, but are not limited to:
  - A. Instructional and support salaries, fringe benefits, and related compensation and liability costs. (See also, *e.g.*, VIII.)
  - B. In-service and training.
  - C. Instructional supplies, textbooks and audio-visual supplies and other allied materials.
  - D. Clerical expense.
  - E. Facilities, machinery, and equipment acquisition, repair or replacement, and any financing amortization costs.
  - F. Heat, power, and other utilities as are necessary for the Program and maintenance, upkeep, and repair of the Program Facilities.
  - G. Other direct alternative education costs.

H. Insurance, indemnification, liability and legal defense costs.

I. LESA's administrative costs for operating the Program shall not exceed the indirect (i.e., the restricted cost) rate which the State of Michigan, Department of Education, assigns for federal projects.

The Program Charges shall be billed to each Participant by LESA on a quarterly basis and shall be paid to LESA by the Participant(s) within 30 calendar days of the billing date.

**D. Grants.**

Charges billed to Participants shall reflect (as offsets) grants and other funds received by LESA to cover costs of the Program.

**E. Transportation.**

Each Participant shall be responsible, at its expense, for transportation of its pupils in attendance in the Program. Participants may elect not to provide transportation for students.

**F. Billing and Payment of Program Charges.**

LESA shall determine the billing and payment schedules for Program Charges based upon the preliminary budget for the school year and, in doing so, shall endeavor to have billing and payment schedules for pupils enrolled in the Program correspond with the State Aid receipts by Participants. The total Program Charges shall be no greater and no less than LESA's actual cost of operation of the Program.

**G. Failure of a Participant to Meet Its Obligation.**

In consideration of the mutual covenants and promises of the parties, the agreement by each Participant to pay LESA as provided in this Agreement is hereby irrevocable.

**H. Accounting and Audit.**

As fiscal agent of the Program, LESA shall be responsible for the proper accounting of all funds generated, received or expended in accordance with law, applicable federal, state and county requirements and the policies and accounting procedures, including pupil accounting, of LESA.

**VII. PERSONNEL**

**A. Authority.**

LESA shall be, and does retain all status and identity as, the employer or contractor of all personnel in the Program. Rights and responsibilities retained by LESA shall include, but shall not be limited to:

1. The right to select, hire and separate employees utilized by LESA in the implementation and operation of the Program.
2. The right to evaluate, supervise, manage and otherwise control and regulate the activities and performance of such employees of LESA. The responsibility for all payment of wages and other benefits and compensation to such employees, including the responsibility for satisfaction of any legal obligation to maintain insurance or other contributions required by law including, but not limited to, insurance required under the Worker's Disability Compensation Act., insurance or reimbursement required under the Michigan Employment Security Act and contributions mandated pursuant to the provisions of the Michigan Public School Employees Retirement Act.
3. The responsibility for formation, oversight, modification and/or termination of all contractual relationships, e.g., through individual employment agreement(s), collective bargaining agreement(s), in any way pertaining to employees of LESA utilized by and in connection with the implementation and operation of the Program.
4. The responsibility of the employer for purposes specified in and as defined in Article III, Section 1(3) of the Teachers' Tenure Act.

Consistent with applicable law and any collective bargaining agreement(s), LESA may also contract with third parties for services in the implementation and operation of the Program.

**B. LESA Sole Responsibility.**

All employment conditions, whether or not specifically designated in Section A of this Article for employees of LESA serving in connection with the implementation or operation of the Program, shall be the sole and exclusive responsibility of LESA.

**C. Limitation of Recognition.**

No Participant shall be considered to be a party, joint employer or successor in interest with regard to any existing or successor collective bargaining agreement between LESA and any employees, whether instructional, clerical, administrative or support, with respect to the Program.

**VIII. INSURANCE AND INDEMNIFICATION**

**A. Party Responsibility.**

Each Party (whether a Participant or LESA) shall be solely and entirely responsible for acts or omissions attributable to it or its agents, employees, contractors or subcontractors during the performance of this Agreement and agrees, to the extent permitted by law, to indemnify each of the other Parties from any claims and/or judgments arising from such acts or omissions, including reasonable costs of defense. Notwithstanding the responsibility of each Party to this Agreement, LESA may obtain insurance naming each Party, including its agents, employees, contractors and subcontractors, as insured parties, protecting against liability or loss caused by or sustained in connection with performance of the Program or conditions created thereby, or based upon violation of any constitutional provision, statute, ordinance, code, or regulation, and any costs in defense of any such claims or actions.

**B. Program Facilities.**

LESA shall maintain appropriate insurance for the Program Facilities.

**C. Costs and Expenses.**

It is understood and agreed that LESA's operation of the Program may entail costs and expenses, foreseen and unforeseen, such as, but not limited to, unemployment compensation, workers' compensation and costs incurred in defending claims, administrative hearings initiated by or on behalf of employees and/or pupils, and major repairs and equipment acquisition.

Participants shall reimburse LESA for all such costs and expenses related to the operation of the Program.

## **IX. NON-DISCRIMINATION**

### **A. Equal Opportunity.**

1. LESA agrees that it will not discriminate against any employee or applicant for employment (with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, age, sex, religion, height, sexual orientation, weight, marital status national origin or disability).
2. The Parties agree that they will not discriminate against any pupil or applicant or admission because of race, color, sex, religion, national origin or disability, sexual orientation in the performance of programs and services under this Agreement.

### **B. Non-Discrimination Clause.**

Any contract that any Party enters into with a third party, in connection with the performance of this Agreement, shall contain any non-discrimination covenant(s) included in State of Michigan contracts (Non-Discrimination Clause).

## **X. TERMINATION OF PROGRAM**

### **A. Program Termination.**

1. The alternative high school program and/or middle school program may be terminated by unanimous vote of the Participants. Termination of the Program shall only be effective at the end of a school year (*i.e.*, June 30). In the event of Program termination, a Participant's obligations to LESA for Program Charges shall terminate upon payment to LESA of the Program Charges assessed the Participant for the concluding school year, as well as anticipated, but not yet incurred, reasonable and necessary costs for items such as unemployment compensation and those related to winding up the affairs of the Program.
2. LESA may terminate the program at the end of a school year if projected expenditures exceed projected revenues for the following year and at least 120 calendar days advance written notice is given to each of the Participants.

**B. Withdrawal and Admission of Participants.**

1. During this Agreement through its June 30, 2007, expiration date, a Participant may withdraw from the Program effective the end of a school year (*i.e.*, June 30), provided that (a) a withdrawing Participant's financial obligation as provided by this Agreement for Program Charges shall continue until fully paid, and (b) the Participant seeking to withdraw has provided advance written notice that it is considering withdrawal to each Participant and to LESA by February 27 of the current school year, and (c) the Participant seeking to withdraw has provided advance written notice that will withdraw for the following school year by May 31 of the current school year.
2. Should any Participant with 20 or more allocated spaces in the Program in a school year withdraw, the Program will terminate at the end of that same school year as that in which that Participant is withdrawing unless the spaces are otherwise filled by another Participant or a new Participant.
3. LESA may terminate its obligations under the Agreement by providing advance written notice to the Participants of action by its Board of Education not less than 120 calendar days prior to the effective date. LESA's obligations to provide the Program shall cease on the date on which its withdrawal from the Agreement is effective. The financial obligations of each Participant shall continue as provided in this Agreement.
4. Subject to availability of pupil spaces, a school district(s) not a Participant in the Program may be admitted to participation with advance written approval of all Parties, including determination by all Participants as to the number of pupil spaces to be allotted such new participant(s) and determination by LESA as to a per diem assessment for each day a pupil is enrolled in the Program against such new participant for costs of the Program to be assessed the new Participant.

**C. Winding Up.**

In the event of expiration or termination of the Program, LESA shall proceed to wind up the affairs of the Program. LESA has authority to assess Participants (and any new participant) for reasonable and necessary costs associated with winding up the Program consistent with a Participant's (and any new participant's) allocated pupil spaces. Participants agree to pay any such pro rated costs within 30 days of billing. LESA shall provide notice and a written review of such costs to the Participants.

**XI. MISCELLANEOUS**

**A. Successors and Assigns.**

This Agreement or any rights or obligations there under may not be assigned without the advance written consent of all other Parties to this Agreement. Any attempt at assignment without such advance written consent shall be void and of no force or effect. This Agreement shall inure to the benefit, and shall be binding upon, the successors and permitted assigns of the Participants.

**B. Severability.**

In the event that any part of this Agreement is declared by any court or administrative body to be null, void, or unenforceable, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and to this extent, the provisions of this Agreement are severable.

**C. Communications.**

All notices, including bills, cited in this Agreement shall be in writing and sent to the Party to which notice is given at its address listed alongside its signatory lines at the end of this Agreement by service to the Party's address, by first class mail or by fax or e-mail. Service shall be considered to occur on the date of actual delivery to the Party's address or, where transmission of notice is by fax or e-mail, service is considered to be the next business day following the day of transmission.

**D. Amendment.**

This Agreement may be amended or modified and any of the terms or conditions of this Agreement may be waived only by the written agreement of all the Parties. Amendment shall become effective only upon the execution of the amendment by all of the Parties. Any waiver by any Party of any condition or of the breach of any term or condition of this Agreement shall not be deemed a continuing waiver of any such term or condition of this Agreement.

**E. Entire Agreement.**

This Agreement contains the entire understanding between and among the Parties with respect to the Program and supersedes all prior and contemporaneous agreements or understandings, oral or written, with respect to the Program.

**F. Further Matters.**

The Parties agree to perform such additional acts and execute such additional documents as are reasonably necessary to carry out this Agreement.

**G. Authorization.**

This Agreement is duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation of the Parties and is enforceable in accordance with its terms. Each individual who signs this Agreement represents and warrants that the signatory is duly authorized to execute this Agreement on behalf of that signatory's Party.

**H. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Dated: 8/11/06 By: James Craig  
On Behalf of BRIGHTON AREA SCHOOLS  
James Craig  
Its Superintendent  
Address:  
125 South Church Street  
Brighton, MI 48116



On Behalf of FOWLerville COMMUNITY  
SCHOOLS

Dated: August 9, 2006 By: Edward Alverson  
Edward Alverson  
Its Superintendent

Address:  
735 North Grand Avenue  
P.O. Box 769  
Fowlerville, MI 48836

On Behalf of HOWELL PUBLIC SCHOOLS

Dated: 08.23.06 By: Charles Breiner  
Charles Breiner  
Its Superintendent

Address:  
411 N. Highlander Way  
Howell, MI 48843

On Behalf of LIVINGSTON EDUCATIONAL  
SERVICE AGENCY

Dated: 8-24-06 By: Sally Vaughn  
Sally Vaughn  
Its Superintendent

Address:  
1425 W. Grand River Avenue  
Howell, MI 48843

On Behalf of PINCKNEY COMMUNITY  
SCHOOLS

Dated: 8.16.06 By: Daniel Danosky  
Daniel Danosky  
Its Superintendent

Address:  
2130 E. M-36  
Pinckney, MI 48169